

Harrison Co.

AFSCME (Sheriff)

7/1/2006 6/30/2008

AGREEMENT

Between

**Local No. 2770-1
American Federation of State, County and Municipal Employees
Iowa/Council 61
AFL-CIO**

And

Sheriff Office, Harrison County, Iowa

2006-2008

PREAMBLE

This Agreement entered into by Local #2770 affiliated with the American Federation of State, County and Municipal Employees, Iowa Council 61, AFL-CIO, hereinafter referred to as the Union, and Sheriff Office, Harrison County, Iowa, hereinafter referred to as the Employer, has as its purpose, the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and such other provisions as are set forth herein.

TABLE OF CONTENTS

ARTICLE I	Definitions	1
ARTICLE II	Recognition.....	1
ARTICLE III	Dues Check Off.....	2
ARTICLE IV	Hours of Work and Overtime.....	3
ARTICLE V	Work Breaks.....	6
ARTICLE VI	Holidays.....	6
ARTICLE VII	Vacations.....	7
ARTICLE VIII	Leaves of Absence.....	9
ARTICLE IX	Wages.....	14
ARTICLE X	Health and Safety.....	15
ARTICLE XI	Uniforms.....	15
ARTICLE XII	Health and Medical Insurance.....	16
ARTICLE XIII	Seniority.....	17
ARTICLE XIV	Evaluation Procedures.....	18
ARTICLE XV	Transfer, Reduction In Force, And Recall Procedures.....	19
ARTICLE XVI	Grievance Procedure.....	20
ARTICLE XVII	Strikes and Lockouts.....	22
ARTICLE XVIII	General Provisions.....	22
ARTICLE XIX	Termination.....	24
EXHIBIT "A".....	Wage Schedule	26
EXHIBIT "B".....	Wage Schedule	27

ARTICLE I DEFINITIONS

County or Employer

As used in this Agreement, the terms "County" or "Employer" shall mean Harrison County, Iowa, and, to the full extent of his statutory rights, statutory duties, authority delegated by the County Board of Supervisors, and the practices and procedures in effect prior to July 1, 2006, the Sheriff of Harrison County.

Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 6996.

Union

As used in this Agreement, the term "Union" shall mean the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.

Department

As used in this Agreement, the term "Department" shall mean the Sheriff's Department of Harrison County, Iowa.

Full-Time Employee

As used in this Agreement, full-time employees are year-round employees who: regularly work a forty (40) hour work week; deputies who regularly work a full 5/2/5/3 schedule of 8 hour shifts; and jailers who regularly work a full 4 days on/4 days off schedule of 12 hour shifts. All other employees shall be considered part-time employees.

ARTICLE II RECOGNITION OF THE UNION

Pursuant to and in accordance with all applicable provisions of the Iowa Public Employment Relations Act and in recognition of the certification of the Union in Public Employment Relations Board (PERB) Case No. 6996 dated February 22, 2005, the County does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for the employees in the Bargaining Unit:

Included: All full and part-time employees of the Harrison County Sheriff's Department including Deputies, Jailers, Office Clerks, and Office Assistants.

Excluded: Supervisors, directors and all others excluded by Iowa Code section 20.4, including the Sheriff, Chief Deputy, Lieutenant, and Sergeant.

ARTICLE III DUES CHECK OFF

The Employer shall deduct Union dues from the pay of employees under the following terms and conditions:

- A. Dues will be deducted only from the pay of those employees who have requested such deduction in writing.
- B. Dues deduction may be terminated by an employee on thirty (30) days written notice to the Employer and the Union.
- C. The local Union president and treasurer shall certify to the Harrison County Auditor the amount of dues to be deducted from each paycheck and transmit a copy of the signed dues check off card.
- D. The amount of dues to be deducted shall be changed no more than once per year.
- E. The Employer shall remit the dues to the Union official designated, in writing, including a list of those employees paying dues.

The list shall include the following information:

- 1) the employee's Social Security number
- 2) the employee's address
- 3) the amount of dues withheld for each employee

It is expressly understood that the Employer assumes no obligation to the Union for deduction or remission of any dues during the time that an employee is not actually working for the Employer, actually on the payroll of the Employer, and/or does not have a valid check off card in the Employer's possession. In the event of an error on the check off list, the Employer will not be responsible to make any retroactive adjustment. After notified of any error by the treasurer of the local Union, the Employer will then follow the deduction procedures as outlined above.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and Judgments brought or issued against the Employer as a result of any action taken or not taken under the provisions of this Article.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 1. Workday and Schedule

The normal workday and schedule for employees shall be determined by the Sheriff. The normal work day and schedule at the time this contract was adopted are as follows:

Office Staff (FT)	0800 hrs. to 1630 hrs. (½ hour unpaid lunch)
Office Staff (PT)	Hours vary

Jailers (FT)	0500 hrs. to 1700 hrs. 1700 hrs. to 0500 hrs. 1300 hrs. to 0100 hrs. 1500 hrs. to 0300 hrs.
--------------	--

Jailers (PT)	(1) of the above 12 hour shifts
--------------	---------------------------------

Custodian (PT)	0800 hrs. to 1300 hrs. (½ hr. unpaid break)
----------------	---

Deputies (FT)	0700 hrs. to 1500 hrs. 1500 hrs. to 2300 hrs. 1700 hrs. to 0100 hrs. 1900 hrs. to 0300 hrs. 2300 hrs. to 0700 hrs.
---------------	--

Deputy (PT)	(1) of the above 8 hour shifts
-------------	--------------------------------

Deputies typically work a 5-2-5-3 schedule for days on and days off, resulting in five (5) days on, followed by two (2) days off, followed by five (5) days on, followed by three (3) days off.

Consistent with their current practice established at their request and per their continued desire, full-time jailers will typically work a schedule of four (4) days on followed by four (4) days off, with 12 hour shifts, and with equal bi-weekly paychecks calculated by dividing the applicable annual salary by 26 pay periods (if the employee works the regular schedule or uses appropriate accrued paid time off). This agreed upon practice is all compensation due for the regular work schedule. Any and all hours worked beyond the regular schedule, including hours worked beyond 36 hours in workweeks in which the jailer's regular schedule consists of three 12 hour shifts (which can occur when the 4 consecutive work days overlap two workweeks), will be compensated at time-and-a-half (in money or in compensatory time, at the jailer's choice). The current practice is subject to the continuing desire of all full-time jailers, without which the regular schedule and shifts may be modified by the Sheriff.

However, the normal workday and schedule for all employees, including days of work, work hours, schedule, and shifts, may be adjusted by the Sheriff in his discretion to meet the

operational needs of the Employer. If an employee's workday and/or schedule are adjusted, the employee will be provided three (3) days prior notice if possible.

Office Staff, Custodian and Jailers' work time begins and ends at the office. Deputies start and end their work time from their residence if they are provided a vehicle to take home. Otherwise, deputies' work time begins and ends at the office.

Schedules will be posted at least one week in advance.

Section 2. Work Period

The regular work period for deputies will be a period of twenty-eight (28) days beginning at 8:00 A.M. and ending at 7:59 A.M. twenty-eight (28) consecutive days thereafter. Part-time deputies will work the number of hours designated by the Sheriff.

The regular work period for all other employees will be one hundred sixty-eight (168) consecutive hours beginning at 12:01 A.M. on Sunday and ending at 12:00 midnight on the following Saturday. Part-time employees will work the number of hours designated by the Sheriff.

Section 3. Overtime

Only hours worked shall count toward the computation of overtime. For purposes of calculating overtime, the term "hours worked" will be defined as provided in Title 29, Part 785 of the Code of Federal Regulations.

For all employees, other than deputies who work a 28-day work period, overtime hours worked shall be compensated at a premium rate of time-and-a-half for all hours worked in excess of 40 hours during a work period of seven (7) days.

All hours worked by deputies in excess of one hundred seventy-one (171) hours in a work period of twenty-eight (28) days will be compensated at the rate of time-and-a-half.

Whether overtime compensation will be in the form of monetary payment or compensatory time off is described in Section 4 below.

No employee shall be compensated for overtime work unless such work has been approved in advance by the Sheriff, except for emergencies.

Section 4. Compensation for Overtime

The Sheriff shall have the option of providing overtime compensation in the form of monetary payment or compensatory time off to employees other than jailers who work overtime, and may notify employees accordingly on or before the payday following the performance of overtime work. In the absence of such notification, compensation for overtime will be in the form of compensatory time off.

Overtime hours worked by jailers as part of their regular schedule will be compensated with compensatory time off, which will be used for regularly scheduled days of compensatory time off as described in Section 1 above. In the case of any overtime hours worked by a jailer above and beyond his or her regular schedule, the jailer shall have the option to choose overtime compensation in the form of monetary payment or compensatory time off.

A. Monetary Payment:

If overtime hours are compensated in cash, this sub-section shall apply. Payment shall be made in accordance with Section 7 of the Fair Labor Standards Act. For all employees, other than deputies who work a 28-day work period, overtime hours worked shall be compensated at a premium rate of one and one-half (1½) the employee's hourly rate of pay (determined in compliance with the Fair Labor Standards Act) for all hours worked in excess of 40 hours during a work period of seven (7) days. All hours worked by deputies in excess of one hundred seventy-one (171) hours in a work period of twenty-eight (28) days will be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

B. Compensatory Time:

If overtime hours are compensated with time off, this sub-section shall apply. Compensatory time shall be provided at a rate of one and one-half (1½) hours for each hour of overtime employment. If compensation is subsequently paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Compensatory time must be used in one (1) hour increments. Compensatory time may be taken with seventy-two (72) hours notice to the employee's immediate supervisor. The Employer reserves the right to vary the requested use of compensatory time if necessary due to operational needs. However, the employee's requested time shall not be unreasonably withheld. Unless otherwise approved by the Sheriff, compensatory time must be used in the calendar year in which it is earned, except for compensatory time earned in the month of December which must be used no later than the calendar year immediately following the calendar year in which it is earned.

Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Section 5. Overtime Distribution

Overtime work shall be offered substantially equally to the extent reasonable and practical to employees working within the same Job classification who normally perform the work involved.

Section 6. Call Back Time

The Employer agrees that deputies called in on the deputy's scheduled day off will be provided an equal amount of time off added to the employee's compensatory time on an hour for hour basis.

ARTICLE V WORK BREAKS

Section 1. Rest Breaks

Subject to calls and operational needs, full-time deputies and jailers shall receive a fifteen (15) minute rest period during each one half shift. The rest period shall be scheduled at the middle of each one half shift whenever this is feasible, unless otherwise allowed by the Sheriff.

Employees shall not drive from their assigned job or deviate from their assigned route without counting such travel time as part of their break. All rest periods are subject to operational needs. If a part-time deputy or jailer works a full-time shift, he or she will be subject to this paragraph for that shift.

Section 2. Meal Periods

All employees shall be granted a lunch period during each work shift lasting eight or more hours. Whenever possible, the lunch period shall be scheduled near the middle of the shift, but will not overlap with the lunch period of any other employee in the same job classification, unless otherwise allowed by the Sheriff. Deputies shall be granted a 30 minute lunch period with pay, and deputies shall remain on call during their paid lunch period. Jailers shall be granted a 30 minute lunch period with pay, and jailers shall remain on call during their paid lunch period. All other employees shall receive an unpaid lunch period of 30 minutes. The scheduling of the lunch period will be determined by the employee's supervisor or the Sheriff. All meal periods are subject to operational needs.

ARTICLE VI HOLIDAYS

Section 1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. However, employees whose normal schedule includes weekends will observe the actual holiday.

Section 2. Eligibility Requirements

Full-time employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation, provided the employee worked his last regularly scheduled workday before and his first regularly scheduled work day after the holiday, unless excused by the Employer.

If an employee is absent due to illness or jury service on the day before or day after a holiday, the employee must present proof of illness or jury service satisfactory to the Sheriff in order to be eligible for holiday pay if requested by the Sheriff if abuse is suspected.

No unscheduled time off is allowed for a paid holiday during a regular scheduled shift.

Employees on an unpaid leave of absence or layoff at the time a holiday occurs are not eligible for holiday pay.

Section 3. Holiday Pay

Eligible full-time employees shall be paid their current straight hourly rate of pay times the number of hours in the regular work day.

Section 4. Pay for Work on a Holiday

Full-time employees required to work on a holiday (listed above) will receive holiday pay as explained above plus pay for all hours worked on the holiday. Pay is computed at their straight time hourly rate.

ARTICLE VII VACATIONS

Section 1. Eligibility and Allowance

Full-time employees shall be granted an annual paid vacation for the period specified below based upon the following continuous service requirements from the anniversary date of their hire:

<u>Years of Continuous Service</u>	<u>Hours of Vacation/Year</u>
After 1 year of employment	40 hours
After 2 years of employment	80 hours
After 6 years of employment	120 hours
After 12 years	160 hours

Part-time employees who work 24 hours or more per week are eligible for vacation after one year of employment. Eligible part-time employees shall receive eight (8) hours of vacation for every 416 hours worked within the calendar year.

For the purpose of computing vacation for eligible full-time employees, the following procedures shall be used:

After one (1) year of service an employee shall be granted forty (40) hours of vacation, which must be used in that calendar year.

On January 1 following the employee's first (1) anniversary, the employee shall be granted eighty (80) hours of vacation. From then on, each January 1 the employee shall be granted eighty (80) hours of vacation until the employee has completed five (5) years of service.

Beginning on January 1 following the employee's sixth (6) anniversary, the employee shall be granted one hundred twenty (120) hours of vacation on each January 1 until the employee has completed eleven (11) years of service.

On January 1 following the employee's twelfth (12) anniversary, the employee shall be granted one hundred sixty (160) hours of vacation. From then on, on each January 1 the employee shall be granted one hundred sixty (160) hours of vacation.

Vacation will accrue during the period of time an employee is actively at work and during paid leaves of absence. Vacation will not accrue during any unpaid leaves of absence of 30 calendar days or longer, lay-off or suspensions.

Section 2. Vacation Pay

Vacation pay shall be computed at the employee's current hourly rate of pay times the appropriate number of hours.

Section 3. Scheduling of Vacation

If possible, an employee requesting a vacation must give at least a two (2) week written notice prior to the requested time off except in cases of unexpected emergencies. The request shall be presented to the immediate supervisor. The Sheriff will respond to vacation requests within three (3) days after received by the Sheriff. Vacation scheduling shall not be granted in less than one hour increments, all subject to the right of the Employer to schedule vacations to fully perform the work and in this regard, never more than one person in a classification may be on vacation at any time. Scheduling of vacation is subject to the work requirements of the department and approval of the employee's supervisor. Because of workload, there may be blackout periods in which no vacations may be taken. In order to cover the absence and accommodate the requested vacation, employees should schedule vacation time with the employee's supervisor as soon as possible. **Deputies and jailers may not request vacation time for any holiday that they are scheduled to work.** If necessary, a scheduled vacation may be changed by the employee before

the vacation period starts, subject to the same advanced notice requirements as above. Not over one-half of an employee's vacation can be taken in increments of one (1) day or less, unless otherwise approved by the Sheriff. Under certain circumstances, supervisors may authorize conversion to sick leave if an employee is seriously ill or hospitalized during the employee's vacation. Medical verification must be provided upon request by the Sheriff.

Section 4. Work During Vacation Period

Any employee who is requested to and does consent to work during their vacation period shall be paid for regular hours at the regular rate. In addition, the employee's vacation (with pay) shall be rescheduled to a future mutually agreeable date.

Section 5. Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, retired or separated from the service of the Employer for any reason, prior to taking their vacation, and who is otherwise eligible, shall be compensated in cash for the accrued, but unused, vacation they have accumulated at the time of separation.

Section 6. Carry Over Of Vacation

Carry over of vacation is not allowed for any employee of Harrison County Sheriff's Office. Vacation is to be used for its intended purpose, and employees may not take extra pay in place of vacation.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Full-time employees shall be eligible for leaves of absence after one hundred twenty (120) days of service with the Employer.

Section 2. Application for Leave

Any request for a leave of absence shall be submitted, in writing, to the immediate supervisor. The request shall state the reason for the leave of absence requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be submitted in writing. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family illness or death) shall be answered before the end of the shift on which the request is submitted, if the request was promptly submitted as soon as possible.

A request for a short leave of absence, not exceeding one (1) month, shall be answered within seven (7) days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, if the employee returns to work the Employer shall return the employee to the position he or she held at the time the leave of absence was requested.

Section 3. Paid Leaves

A. Bereavement Leave

Full-time employees may be excused from work for up to five days with pay in the event of the death of the employee's spouse, child, or step-child. Full-time employees may be excused from work for up to three days with pay in the event of death of the following personal family members: parents, parents-in-law, step-parents, sister, brother, step-sister, step-brother, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law. The Employer may or may not extend this leave upon request by the employee. Any additional days granted will be deducted from the employee's accrued vacation time.

B. Sick Leave

Paid sick leave will be granted to full-time employees according to the provisions of this Agreement. Part-time, temporary and seasonal employees are not eligible for paid sick leave.

1. Eligibility And Accrual Of Sick Leave

Full-time employees, beginning with the first day of work, accumulate paid sick leave at the following rate. One day per month can be earned for the first five years of employment, up to a maximum accumulation of 60 days. After the first five years of employment, sick leave will accumulate at the rate of one and one-half (1 ½) days per month.

When 60 days have been accumulated, unused sick leave days may be converted to vacation. The conversion rate is four days of sick leave for one day of vacation. These additional vacation days are limited to a maximum of four and one-half (4 ½) days per year. They must be used within one year of the date of conversion.

2. Use Of Sick Leave

Such sick leave may be utilized by eligible employees when they are unable to perform their duties due to non-work-related illness, injury, or temporary disability such as sickness, injury, hospitalization, pregnancy, abortion, childbirth, and recovery therefrom. Eligible employees may supplement workers' compensation benefits with accrued sick leave if the employee requests supplementation in writing, in which case the employee's accrued sick leave will be reduced accordingly.

To be eligible for sick leave, the employee must notify the supervisor as soon as possible, but in any event, prior to the start of the employee's work shift, and must indicate the nature of the illness and expected duration of the absence.

Approval of sick leave is not automatic and is subject to approval by the employee's supervisor. Approval shall not be unreasonably withheld. Routine medical, dental or optical appointments are not covered under the sick leave policy. Employees must use other leave for these appointments.

3. Medical Verification

The supervisor may require medical verification at any time if abuse is suspected by the Sheriff. In all cases when sick leave is requested for five (5) or more work days, it is the employee's responsibility to provide a written statement from the employee's physician describing the nature and extent of the illness or injury and specifying the expected date of return. In cases where the supervisor has requested medical verification, a written statement submitted by the employee's attending physician must be provided to the supervisor describing the nature and extent of the illness or injury and specifying the expected date of return. The employee may also be required to provide additional periodic written statements by the attending physician describing the condition and anticipated date for returning to work.

4. Returning to Work

Before returning to work from sick leave of five (5) or more work days, and following any period of absence for an injury, employees may be required to submit the attending doctor's statement verifying that the employee is safely able to return to work. The County may also require an examination by a physician of the County's choice. In these cases, the County will pay the cost of the examination.

5. Payment of Sick Leave

Payment for sick leave will be computed by multiplying the employee's straight time hourly rate by the appropriate number of hours absent from the employee's scheduled shift.

6. If a Holiday Falls During Sick Leave

If a holiday falls when the employee is on a paid sick leave day, the employee will be paid holiday pay and sick leave will not be deducted from the employee's accumulated sick leave.

7. Termination of Employment

No payment of accumulated sick leave will be made upon termination of employment, other than for sick leave converted to vacation as explained previously.

C. Family Medical Leave Act

The County will adopt a policy which implements and complies with the Family Medical Leave Act. FMLA leave is unpaid except when accrued leave is used during FMLA leave. Compliance with this section VIII.3.C. may be grieved by an employee by using steps I - III of

the grievance procedure. Step IV of the grievance procedure shall not apply. There shall be no arbitration rights; no authority or jurisdiction for an arbitrator; and the Sheriff will be the final decision maker.

D. Jury Duty

Employees shall be granted a leave of absence, with pay, for jury duty provided the wages paid by the Employer shall be reduced by any amount received for jury duty. The employee shall be allowed to keep any money paid by the Court for mileage and personal expenses. Should the employee be released from jury duty during the employee's work shift and with one-half or more of the shift remaining, the employee shall promptly report for work with a reasonable amount of time granted for changing clothes.

E. Military Service

The County will grant leaves of absence for military service to full-time and part-time regular employees in accordance with applicable state and federal law. Any employee who requires a military leave, will, upon showing his orders to his immediate supervisor, be given a paid leave of absence for up to thirty (30) days (Iowa Code 29A.28), after which time such paid leave shall automatically terminate. Absences required for military service that exceed 30 calendar days shall be granted in accordance with the County's policies on vacation, personal, compensatory time, or unpaid leave, and in accordance with applicable state and federal law.

F. In Service

Employees shall be granted a paid leave of absence to participate in job related training at the direction of the Employer. The Employer shall be responsible for payment of all fees and expenses connected with the training in addition to the employee's wages.

The Sheriff will make a reasonable effort to schedule training so that employees will not regularly have required training sessions without a reasonable rest period following the end of the employee's shift and prior to the start of the training session. However, due to the 24-hour operation of the Sheriff's office, it is understood that this will not always be possible and in some circumstances employees may be required to attend training following the completion of the employee's shift.

G. Civil Duty

Employees who are subpoenaed in regard to a court action, will be granted sufficient leave to participate in such a proceeding. It is agreed that this provision shall not be applicable if the action is one involving the employee or the local Union as a party.

H. Personal Leave

Full-time non-probationary employees shall be granted three days of accrued personal leave per year during the first ten years of service. After ten years of service, personal leave will accrue at

the rate of five (5) days per year. Such days may be taken at any time with at least three (3) days' prior notice or less with mutual agreement. Personal leave can be accrued up to a maximum of sixty (60) days. Personal leave is intended for absences that are not covered by any other leave policies, i.e. doctor/dental appointments, sick family members, personal business, etc. Employees must use personal leave, vacation or leave without pay for any absences not covered by another policy. Employees will be paid for unused personal time at termination of employment. **Deputies and jailers may not request personal time for any holiday that they are scheduled to work.**

I. Contract Negotiations

Up to two (2) designated Union representatives shall be released from work with pay for collective bargaining negotiations, but only if the contract negotiations occur during the employee's scheduled shift. Any time spent by the designated Union representatives in contract negotiations outside of their scheduled shifts will be unpaid.

Section 4. Unpaid Leaves

A. Extended Leaves

Unpaid leaves of absence may be granted in certain circumstances as set forth in the Sheriff's Office Standard Operating Procedures Manual.

B. Union Leave

Employees who are elected or appointed officials of the Union, shall, upon written request, be granted a leave of absence without pay for the term of office, not to exceed one (1) year.

Duly elected Union delegates or alternates to the annual conventions of AFSCME/Iowa Council #61 and the Iowa Federation of Labor, not to exceed two (2) employees, shall be granted time off without pay, not to exceed a total of five (5) work days annually, to attend such conventions.

Duly elected Union delegates or alternates to the biennial conventions of the AFSCME International, not to exceed two (2) employees, shall be granted time off, without pay, not to exceed a total of five (5) workdays, to attend said convention.

This time off may be charged to vacation or to leave without pay as the individual may designate.

The Union shall give the Employer at least ten (10) work days' advance notice of the employees who will be attending such functions.

ARTICLE IX WAGES

Section 1. Wages

Employees will be paid only for hours actually worked unless otherwise provided in this Agreement.

The salary and wage rates for each employee covered by this Agreement shall be increased by one percent (1.0%) effective July 1, 2006. The salary and wage rates for each employee covered by this Agreement shall be increased by one percent (1.0%) effective July 1, 2007. See attached salary and wage schedules.

Section 2. Pay Period

The pay period for all employees will be the bi-weekly period in effect on January 1, 2006. Employees shall be issued their paychecks every two (2) weeks, on the Friday immediately following the end of the pay period. The County may, in its discretion, distribute paychecks on the Thursday immediately prior to the Friday on which paychecks are due. The first paycheck of each month shall show the amount of the employee's accrued vacation and sick leave.

Section 3. New Classification

At such time as a new job classification is established, the Employer and the union representative will meet to negotiate its wage structure. The Employer will not combine Jobs in an individual Job posting.

Section 4. Transportation

Employees shall not regularly be required to use their personal vehicles while on business for the Employer as transportation for such purposes will ordinarily be provided. An employee who is required to use his or her personal vehicle while on business for the Employer will be reimbursed at the mileage reimbursement rate used by the County at that time.

ARTICLE X HEALTH AND SAFETY

There shall be established a Health and Safety Committee composed of two (2) members from management (the Sheriff and one person designated by him; or two persons designated by the Sheriff) and two (2) members appointed by the Union. Such Committee shall meet on a quarterly basis for the purpose of reviewing and submitting recommendations (as established by majority vote, i.e., at least three votes among the four-person Committee) concerning health and safety

practices at a mutually agreeable time and place. Recommendations of an economic nature shall be submitted to the Sheriff for his consideration. However, the sheriff retains the sole and absolute discretion to determine whether to adopt and implement any such recommendations, and whether and how much expense to incur. Union representatives shall be in pay status for reasonable time spent conducting the business of this Committee.

Nothing herein shall limit the Sheriff's discretion to adopt and implement safety policies and procedures on his own initiative.

ARTICLE XI UNIFORMS

Employees shall keep their uniforms clean and professional appearing.

When uniform items are damaged or worn out and needing replacement, Employees shall request replacement or repair in writing by using the Equipment/Uniform Request Form and submitting it to the Sheriff. Justification for repair or replacement of an item must be provided. When requested by the Sheriff, the item must be presented to the Sheriff for inspection. The Sheriff shall respond to requests in a timely manner. However, the Sheriff retains the sole and absolute discretion to determine whether an item is damaged or worn out and needing replacement, and whether to repair or replace an item which the Sheriff has determined to be damaged or worn out and needing replacement. When the Sheriff has determined an item should be replaced, it shall be replaced in a timely manner.

Deputies receive the following uniform items:

- (3) summer shirts
- (3) winter shirts
- (3) pants
- (2) badges
- (2) ties
- (2) dickeys
- (1) pair boots
- (1) gun belt
- (1) gun holster
- (1) handcuff case
- (1) bullet pouch
- (1) name plate
- (1) raincoat
- (1) pair gloves
- (1) hat will be provided upon request, but only if the deputy agrees to wear the hat as part of his or her daily uniform

Jailers receive the following uniform items:

- (2) short sleeve jailers shirts
- (2) black cargo pants
- (1) pair of footwear
- (1) black belt
- (1) coat
- (1) long sleeve shirt (optional)

Day Jailers also receive:

- (1) short sleeve Sheriff uniform shirt
- (1) long sleeve Sheriff uniform shirt
- (1) pair of dress pants
- (1) badge
- (1) name plate

All uniform items remain the property of the Employer and must be returned to the Sheriff on or before the effective date of the termination of employment.

ARTICLE XII HEALTH AND MEDICAL INSURANCE

Section 1: Health and Medical

The Employer agrees to provide health and medical insurance coverage pursuant to the policy administered by Blue Cross/Blue Shield, or an equivalent plan. The Plan calls for a \$500 deductible for employee single coverage and \$1,000 for family coverage. The plan also calls for 90/10 or 70/30 coinsurance, depending on caregiver selected, with a maximum of \$1,500 out-of-pocket expense per employee or \$3,000 for family coverage. In this regard, the Employer will pay all of the premium for the employee coverage and eighty-five percent (85%) of the difference between the premium for family/dependent coverage and the premium for single coverage. (This will result in the employees with family/dependent coverage contributing fifteen percent (15%)/month, through payroll deductions, toward the additional premium for dependent health insurance coverage.)

Additionally, the County will provide a prescription card that calls for a \$10.00 or \$15.00 or \$30.00 employee co-payment, (generic, name brand, or non-formulary), for prescription medication. The Plan also calls for a \$50 deductible for employee single coverage and \$100 for family coverage, with regard to prescription medication. The maximum out-of-pocket expense with regard to the prescription drug card is \$2,000 for family coverage and \$1,000 for employee single coverage.

National Medical Health Care:

If either State or Federal legislation relating to participation in a plan of national, state or regional health care or health insurance is passed prior to the expiration of this Agreement, the parties agree that the health and medical provisions of this Agreement shall terminate on the date

on which such legislation becomes effective and that therefore the Board shall provide health benefits to employees in conformity with such legislation.

Section 2. Life Insurance

The Employer agrees to provide a term life insurance policy in the amount of Twenty Five Thousand Dollars and no/100 (\$25,000.00) for all bargaining unit employees.

Section 3. Continuation of Insurance

The Employer agrees that while an employee is on a leave of absence due to a work related injury covered by workers' compensation, it shall continue to pay all of its portion of the insurance premiums until such time as the employee ceases to be employed due to resignation or termination, or until the injury is deemed a permanent disability which inhibits the full performance of the employee's assigned duties, or for a maximum of twenty-four (24) months, whichever occurs sooner.

The Employer agrees to pay its portion of all insurance premiums for an employee who is off the job because of non-work-related injuries or illnesses during the period of absence for which they are utilizing sick pay or vacation pay. Thereafter, the employee shall have the obligation to pay such premiums on said insurance on a personal basis for as long as they are on a leave of absence.

ARTICLE XIII SENIORITY & PROBATIONARY PERIOD

Seniority means an employee's length of continuous service with the Employer since their last date of hire or rehire. Seniority of a regular full-time employee of continuous service has seniority over any part-time employee. Seniority for regular part-time employees is only with other regular part-time employees.

All non-certified deputies appointed/hired shall be considered on probation for one (1) year from the date of employment. All other employees, including deputies who are certified at the time their employment begins, shall be considered on probation for six (6) months from the date of employment.

1. Failure to become certified within one (1) year of employment is justification for termination.
2. At the end of the probationary period, the Sheriff prepares a written performance evaluation that rates the employee in each category of performance. The Sheriff reserves the right to extend the probationary period an extra 90 days because of any unsatisfactory rating. A second unsatisfactory rating, at the end of 90 days, in any category, shall provide grounds for termination.

Upon successful completion of the probationary period, the employee shall be put on the seniority list. Employees may be terminated during the probationary period without recourse to the grievance procedure.

A unit employee promoted out of the bargaining unit will accrue seniority for up to six (6) months and then their seniority shall be frozen. A unit employee who is promoted out of the bargaining unit may demote back into the bargaining unit. The demoted employee may exercise his/her seniority rights by bumping a less senior employee, if qualified to perform the work.

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the Local Union at the time of posting.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the Social Security number, with the employee having the lower last four (4) digits of the Social Security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. There shall be no deduction from continuous service for time lost which does not constitute a break in continuous service.

ARTICLE XIV EVALUATION PROCEDURES

A. Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each fiscal year. The evaluation will be fair and just.

B. Evaluation Form

The evaluation form will be determined by the County.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the

right to respond to the evaluation report, and such response will become part of the evaluation report.

ARTICLE XV TRANSFER, REDUCTION IN FORCE, AND RECALL PROCEDURES

Section 1: Transfer Procedure

A "transfer" is defined as a movement of an employee from one job classification to another.

The Employer shall determine when and whether a position or classification is vacant and when and whether it will be filled. The Employer shall also determine how many employees shall be in each classification.

Transfers into the position of Deputy Sheriff shall be subject to and shall be governed by the provisions of Chapter 341A of the Code of Iowa.

If the Employer decides to fill a vacancy in any position other than that of Deputy Sheriff, the Employer may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit or may do both. If the Employer advertises and fills the vacancy from outside the bargaining unit, then this procedure shall not apply. If the Employer seeks applicants both from within and from outside the bargaining unit, then the Employer may select any applicant.

If the Employer decides to fill a vacancy from within the bargaining unit, the vacancy shall first be posted for five (5) working days, and employees who wish to apply for a transfer must make written application for transfer within said five-day period. Transfers made from within the bargaining unit shall be made on the basis of ability to perform the work and qualifications, as determined by the Sheriff in his sole and absolute discretion.. If applicants from within the bargaining unit have equal ability and qualifications in the judgment of the Sheriff, seniority shall prevail.

Section 2: Reduction in Force

For purposes of staff reduction, employees will be classified by job classification.

If the Sheriff decides to lay employees off, employees shall be laid off by classification in the inverse order of their seniority

The employer will provide two (2) weeks notice to the affected employee(s) prior to the effective date of the layoff.

Section 3: Recall Procedure

If the Sheriff decides to recall employees, they will be recalled from layoff in the inverse order

of which they were laid off from their classification. Employees will be entitled to be recalled only to a vacancy in the position in which they were employed at the time of the layoff, and each employee will only be entitled to be recalled one time. Laid off employees will have recall rights for one (1) year from the effective date of their layoff.

When an employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within ten (10) calendar days of the date of the notification or he/she will be automatically dropped from the re-employment list. Failure to return to work within ten (10) calendar days shall cancel all recall rights. The Employer shall notify the laid off employee of the recall by certified mail to the last known address or by personal delivery of such a notice. The employee is responsible for supplying the Employer with his or her current address.

ARTICLE XVI GRIEVANCE PROCEDURE

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

At Steps II and III, the written grievance shall be presented on forms furnished by the Union and signed and dated by a duly authorized Union representative. The grievance will state the name of the aggrieved employee(s), the specific Article and provision violated, a description of the grievance, and the remedy requested. An aggrieved employee shall have the right to a Union representative appointed by the Union at all steps of the grievance procedure.

Section 1. Grievance and Arbitration Procedure

Grievance Steps:

Step 1. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

Step 2. If the verbal discussion fails to resolve the grievance, an employee and/or Union Steward shall present the grievance in writing to the employee's immediate supervisor or his/her designated representative within five (5) calendar days following its occurrence or within five (5) days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) calendar days.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Sheriff or his/her designated representative within five (5) calendar days following the immediate supervisor's written answer. The Sheriff and/or

his/her designated representative shall meet with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within ten (10) calendar days, the Sheriff or his/her designated representative will answer the grievance in writing.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the employee's receipt of the Sheriff's answer given in Step 3. Only the Union or Employer can appeal a grievance to arbitration.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, the grievant may proceed to the next Step. The time limits at any step in the grievance procedure and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

The party requesting arbitration will, within 5 days of the notice of referral to arbitration, file a request in writing to the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss shall determine which party will strike the first name from the list. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case.

An arbitrator selected pursuant to the fourth step of this Article shall schedule a hearing on the grievance and the date for such hearing shall be determined by the parties within sixty (60) days following the date of the written notice of demand for arbitration. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

The arbitrator shall have no power or authority to change, ignore, alter, nullify, detract from or add to the terms and provisions of this Agreement. The arbitrator shall have no authority to

substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. The arbitrator's decision, within the scope of his or her authority, will be final and binding on the parties. All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

The Local Union shall provide the employer with a list of stewards selected by the union.

Section 2. Processing Grievances During Working Hours

Grievances may be investigated and processed during work hours, so long as doing so does not interfere with or interrupt the work activities of the grieving employee. No more than one (1) steward shall be assigned to handle a grievance at any time.

The steward shall notify their immediate supervisor when they will be absent from their duties. The supervisor shall limit such activity to a reasonable amount of time, but may decline to allow such absence due to the workload, however such request shall not be unreasonably denied.

ARTICLE XVII STRIKES AND LOCKOUTS

The Employer will not engage in a lockout or condone a strike, as prohibited by Sections 10 and 12 of the Act.

The Union will not engage in strikes or picketing, as prohibited by Sections 10 and 12 of the Act.

ARTICLE XVIII GENERAL PROVISIONS

Section 1. Non-discrimination in Employment

The parties agree that the Employer may take appropriate action to comply with the Americans with Disabilities Act.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2. Union Bulletin Boards

The Employer agrees to furnish and maintain a suitable bulletin board, or a reasonable portion

thereof, in convenient places in each work area in which there are assigned two (2) or more employees. Such bulletin board or designated portion thereof is for the use of the Union. The Union's use of the board shall be limited to the following general types of notices:

- A. Listing of Union Officers and officials.
- B. Union meetings.
- C. Union elections.
- D. Necessary and proper Union business and information.

Any material posted on the bulletin boards as provided in this Article shall not contain anything in violation of federal or state laws; nor shall it contain personal references to individuals. Union stewards and union officials and representatives shall be entitled to post the material provided on the designated bulletin board space. The union shall limit its posting of notices and information to such bulletin boards or designated portion thereof.

Section 3. Copies of Work Rules

The Employer agrees to provide employees with a copy of existing work rules. The Employer agrees to provide employees with notice of changes in work rules.

Section 4. Access to Files

The employee, or his or her designated representative, shall have access to any material entered into the employee's personal file by the Employer to the extent permitted by statute or rule of law.

Section 5. Savings Clause

Should any article, section or portion thereof of this Agreement be declared by proper legislative or judicial authority to be unlawful or unenforceable, such declaration of the legislative or judicial authority shall apply only to the specified Article, section or portion thereof, and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 6. Officers and Process Agents

The Union shall, at all times, provide the Employer with the current names and addresses of all local Union officers and stewards.

Section 7. Visits by Union Representatives

The Employer agrees that accredited representatives at the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives or International representatives, shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business provided they shall not interfere with the performance of work by employees.

ARTICLE XIX
TERMINATION

This Agreement shall be effective on July 1, 2006, and shall continue in effect until June 30, 2008.

IN WITNESS WHEREOF the parties hereto have set their hands this 22 day of
~~January~~, 2006.
February

FOR THE UNION:

Dave Cohrs
Dave Cohrs, Local President

Linda Faylor
Linda Faylor, Bargaining Committee Member

Raela Baird
Raela Baird, AFSCME Representative

FOR THE EMPLOYER (Board):

Larry D. King
Larry D. King, Chairman

Rolland A. Roberts
Rolland A. Roberts, Member

Robert V. Smith
Robert V. Smith, Member

EXHIBIT A: Salary and Wage Schedule July 1, 2006 - June 30, 2007

<u>Deputy Sheriffs:</u>	<u>Annual Salary</u>	<u>Hourly Wage*</u>
Certified (ILEA)	35,350.00 per year	17.00
Non-Certified	33,330.00 per year	16.02
	(moved to \$35,350 upon successful completion of ILEA)	
After 1 year of service	38,380.00 per year	18.45
After 2 years of service	41,410.00 per year	19.91
After 3 years of service	43,745.24 per year (top)	21.03

Jailers:

Part-Time Non-Certified	N/A	11.62
Full-Time Non-Certified	24,159.20 per year	11.62
Part-Time Certified	N/A	12.63
Full-Time Certified	26,260.00 per year	12.63
After 6 months of service with certification: (must have certification to reach top salary)	28,129.85 per year (top)	13.52

Office Assistant:

Part-Time	N/A	12.12
Full Time Starting	27,309.75 per year	13.13
After 1 year of service	28,280.00 per year	13.60
After 2 years of service	29,290.00 per year	14.08
After 3 years of service	30,300.00 per year (top)	14.57
Randy Muxfeldt	36,205.11 per year	17.41

Custodian:

Ila Buffum	9,815.69 per year	9.44
------------	-------------------	------

* Hourly wage for salaried employees is for purposes of overtime and is determined by dividing annual salary by 2080 hours (26 pay periods at 80 hours per pay period equals 2080 hours). Hourly wage for part-time custodian (working 20 hours per week) is determined by dividing annual salary by 1040 hours.

EXHIBIT B: Salary and Wage Schedule July 1, 2007- June 30, 2008

<u>Deputy Sheriffs:</u>	<u>Annual Salary</u>	<u>Hourly Wage*</u>
Certified (ILEA)	35,703.50 per year	17.17
Non-Certified	33,663.30 per year	16.18
	(moved to \$35,703.50 upon successful completion of ILEA)	
After 1 year of service	38,763.80 per year	18.64
After 2 years of service	41,824.10 per year	20.11
After 3 years of service	44,182.69 per year (top)	21.24

Jailers:

Part-Time Non-Certified	N/A	11.73
Full-Time Non-Certified	24,400.79 per year	11.73
Part-Time Certified	N/A	12.75
Full-Time Certified	26,522.60 per year	12.75
After 6 months of service with certification: (must have certification to reach top salary)	28,411.15 per year (top)	13.66

Office Assistant:

Part-Time	N/A	12.24
Full Time Starting	27,582.85 per year	13.26
After 1 year of service	28,562.80 per year	13.73
After 2 years of service	29,582.90 per year	14.22
After 3 years of service	30,603.00 per year (top)	14.71
Randy Muxfeldt	36,567.16 per year	17.58

Custodian:

Ila Buffum	9,913.84 per year	9.53
------------	-------------------	------

* Hourly wage for salaried employees is for purposes of overtime and is determined by dividing annual salary by 2080 hours (26 pay periods at 80 hours per pay period equals 2080 hours). Hourly wage for part-time custodian (working 20 hours per week) is determined by dividing annual salary by 1040 hours.